

CERTIFICACIÓN
CERTIFICATION

SOBRE OTORGAMIENTO DE CONTRATO, ESCRITURA O DOCUMENTO RELACIONADO
REGARDING THE EXECUTION OF CONTRACTS, DEEDS AND OTHER RELATED DOCUMENT

[1] Código de Entidad 1437
Entity Code

[2] Número de Contrato 2010-000017
Contract Number

[3] Fecha de Otorgamiento (dd/mm/aa) 04/08/09
Date of execution (dd/mm/yy)

[4] Cuantía Total \$105,000,000.00
Total amount

[5] Cuentas: 256-0150000-081-2010
Accounts

[6] Código del Tipo de Contrato 23-TRANSFERENCIA DE FONDOS
Contract Type Code

[7] Exento 0-No Exento
Exempt

[8] Orden (Aprobación o dispensa de algún organismo del Gobierno) N/A
Authorization or waiver from another government entity

[9] Vigencia desde (dd/mm/aa) 04/08/09 hasta (dd/mm/aa) 30/06/10
Effective date from (dd/mm/yy) to (dd/mm/yy)

[10] Seguro Social Personal o Patronal 660-43-3767
Social Security Number

[11] Contratista(s) UNIVERSIDAD DE PUERTO RICO
Contractor

[12] Representante(s) de la(s) Entidad(es) Gubernamental(es) VELMARIE BERLINGERI MARÍN
Government Representative(s)

Se somete la presente certificación en un cumplimiento con la Carta Circular promulgada por el Contralor de Puerto Rico y en cumplimiento con el Reglamento Núm. 33 Sobre Registro de Contratos, Escrituras y Documentos Relacionados y Envío de Copias a la Oficina del Contralor. Esta debe ser remitida a la Oficina del Contralor.

(This certification is submitted in compliance with the instructions issued by the Comptroller of Puerto Rico and in accordance with Regulation No. 33, regarding the Registration of Contracts, Deeds and Other Related Documents and the Mailing of such Copies to the Comptroller's Office by the government entity.)

Los suscribientes certificamos haber otorgado hoy el contrato descrito en este documento.

The undersigned, certify having that the contract described in this document was executed on this date.

[13] En (ciudad) SAN JUAN, Puerto Rico, hoy (dd/mm/aa) 04/08/09
In , Puerto Rico, today (dd/mm/yy)

[14] Firma(s) Contratista(s):
Signature of the Contractor(s)

Firma (Signature)

UNIVERSIDAD DE PUERTO RICO

Letra de molde (print)

SS: 660-43-3767

[15] Firma(s) Funcionario(s) Gubernamental(es):
Signature of the Government Official(s)

Firma (Signature)

VELMARIE BERLINGERI MARÍN

Letra de molde (print)

General Instructions for Completing the
SOLICITADA EN LA CERTIFICACION DE OTORGAMIENTO
Information requested in the Certification Regarding
DE CONTRATOS, ESCRITURAS Y DOCUMENTOS RELACIONADOS
the Execution of Contracts, Deeds and other Related Documents

[1]

Código de Entidad: Código de cuatro dígitos asignado por la Oficina del Contralor a la unidad.
Entity Code: Four digits code assigned by the Office of the Comptroller to identify the entity.

[2]

Número del Contrato: Número que identifica el contrato, escritura o documento otorgado en orden correlativo. Este consiste de un prefijo, el número asignado por la entidad gubernamental y un sufijo. El prefijo identificará los cuatro dígitos del año fiscal en que se otorga el contrato. El número asignado por la entidad gubernamental identificará el contrato en orden de otorgamiento dentro del año fiscal. El sufijo se utilizará para indicar las enmiendas que pueda tener el contrato. Estas se identificarán con una letra de la "A" a la "Y" en orden alfabético. Las enmiendas llevarán el mismo año y número original del contrato y en el sufijo se le agregará una letra comenzando con la "A".

Contract Number: The number that identifies the contract, deed or other related document. It should be in a sequential order. This number consists of a prefix, a number assigned by the entity, and a suffix.

[3]

Fecha de Otorgamiento (dd/mm/aa): Identificará el día, mes y el año en que las partes firman el contrato.
Date of execution (dd/mm/yy):

[4]

Cuantía Total: Significará el valor o la cantidad de dinero total envuelta en el contrato.
Total amount: Consists of the total amount to be paid in accordance with the terms of the contract.

[5]

Cuentas: Significa los números completos de la(s) cuenta(s) presupuestaria(s) de la(s) cual(es) se pagará el contrato.
Accounts: Consists of the complete budgetary account(s) number(s) from where the contract will be paid.

[6]

Código del Tipo de Contrato: Significará el propósito específico para el cual se otorga el contrato. Por ejemplo, si se trata de un Contrato de Servicios Profesionales, el propósito es identificar el servicio que se brindó: asesor legal, ingeniero, médico, etc.

Contract Type Code: Purpose of the contract, deed or related document. State the particular service to be rendered by the contractor such as: legal services, engineering, medical, etc.

[7]

Exento: Código de un dígito para indicar si los contratos están o no exentos de ser remitidos a la Oficina del Contralor (Art. 9, Reglamento Núm. 33).

Exempt: One digit code to indicate whether contract is exempt from notification to the Office of the Comptroller (Art. 9, Regulation No. 33).

[8]

Orden (Aprobación o dispensa de algún organismo del Gobierno): mencionar si se trata de un contrato o documento que requiere la aprobación previa o dispensa de algún funcionario del Gobierno para su otorgamiento. Ejemplo: Gobernador de Puerto Rico, Secretario de Justicia, Director Ejecutivo de la Oficina de Ética Gubernamental, Administrador de la Oficina Central de Asesoramiento Laboral y Administración de Recursos Humanos (OCALARH) u otro organismo gubernamental.

Authorization or waiver from another government entity: state if the contract or document requires the prior approval or waiver from some other Government official. For example, the Governor of Puerto Rico, Secretary of Justice, Executive Director of the Office on Government Ethics, Administrator of the Central Office of Labor Consulting and Human Resources Management or other government entity.

[9]

Vigencia, Desde (dd/mm/aa) - Hasta (dd/mm/aa): Significará la duración del contrato. Deberá incluir las fechas de comienzo y terminación. Ejemplo: desde 12 de noviembre de 1999 hasta el 30 de junio del 2000

Duration, From (dd/mm/yy) - To (dd/mm/yy): The duration of the contract, which includes the date of origin and the date of termination. For example: from November 12, 1999 to June 30, 2000.

[10]

Seguro Social Personal o Patronal: Número de Seguro Social federal para individuos o de cuenta patronal para sociedades, corporaciones u otras entidades.

Social Security Number: The federal social security number of the individual, business, society, corporation or other contracting entity.

[11]

Contratista(s): Indicará el nombre completo de la persona o entidad contratada.

Contractor: Indicate full name of government contractor.

[12]

Representante(s) de la(s) Entidad(es) Gubernamental(es): Indique el nombre completo de la(s) persona(s) que comparece(n) en representación de la entidad.

Government representative(s): State the name of the person(s) that appear on behalf of the government entity.

[13]

En (ciudad) _____, hoy (dd/mm/aa): Indique ciudad y fecha de otorgado.

In (city), today (dd/mm/yy):

[14]

Firma(s) Contratista(s):
Signature of the Contractor(s)

[15]

Firma(s) Funcionario(s) Gubernamental(es): Firma de persona que representa la entidad.

Signature of the Government Official(s):

CONTRACT NUMBER: 2010-000017
SSP-660-43-3767
ACCOUNT NUMBER: 256-0150000-081-2010
CONTRACTOR: UNIVERSIDAD DE PUERTO RICO
FUNCTIONARY: VELMARIE BERLINGERI MARIN

MEMORANDUM OF UNDERSTANDING
IN CONNECTION WITH
THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
Between
PUERTO RICO GOVERNOR'S OFFICE
and
UNIVERSITY OF PUERTO RICO

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MEMORANDUM OF UNDERSTANDING

Pursuant to the State Fiscal Stabilization Fund Program, which was authorized under Title XIV of Division A of the American Recovery and Reinvestment Act of 2009 (ARRA).

This Memorandum of Understanding (this "Agreement"), dated as of August 4, 2009, is entered by and between the OFFICE OF THE GOVERNOR OF PUERTO RICO ("OFFICE"), herein represented by the OFFICE Administrator, Velmarie Berlinger Marín, of legal age, single and resident of Guaynabo, Puerto Rico, duly authorized to execute this Agreement pursuant to the authority conferred by Executive Order OE-2009-002 dated January 9, 2009; and the University of Puerto Rico ("UPR"), employer identification number 660-43-3767 ("SUBGRANTEE"), represented by Antonio García Padilla, of legal age, single, lawyer and resident of San Juan, Puerto Rico, in his official capacity as President, duly authorized to execute this Agreement in accordance with Law No. 1 of January 20, 1966, as amended, (the OFFICE and SUBGRANTEE are collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, on May 28, 2009 the United States Department of Education awarded Puerto Rico its initial grant awards under the State Fiscal Stabilization Fund ("SFSF") program, which was authorized under Title XIV of Division A of the American Recovery and Reinvestment Act of 2009 ("ARRA"); and

WHEREAS, the OFFICE received under the SFSF a total grant of \$647,606,185 and has selected SUBGRANTEE as sub-recipient of a grant amounting to \$105,000,000 (the "Grant") as stated in the Award Notification dated June 10, 2009 issued by the Governor of Puerto Rico to SUBGRANTEE ("Award Notice") for fiscal year 2009-2010;

WHEREAS, SUBGRANTEE has submitted to the OFFICE its intended use and expected schedule for the Grant as described by SUBGRANTEE in the Grant Use Proposal ("Proposal") approved by the OFFICE. Said Proposal is incorporated as an integral part of this Agreement;

WHEREAS, the Government of Puerto Rico is committed to making the uses and receipts of these resources visible to the public through clear, concise and uniform reporting available through the internet; and

WHEREAS, the Government of Puerto Rico strives to stimulate economic opportunities and employment through the investment of the ARRA Funds and to avoid unnecessary delays, waste and cost overruns in the management and execution of works funded through these resources; and

WHEREAS, the funds received by the Government of Puerto Rico under ARRA will be kept in a separate bank account at the Government Development Bank for Puerto Rico or in another institution authorized by law to receive public funds in deposit; and

WHEREAS, the OFFICE will monitor SUBGRANTEE in properly using ARRA funds and complying with disclosure, reporting and other requirements in connection with the receipt of the Grant; and

WHEREAS, the OFFICE will coordinate all efforts internally and with SUBGRANTEE as such efforts, endeavors, or activities may be required or desirable to manage the receipt, uses and accountability of ARRA Funds under the Grant, and to maximize such resources; and

WHEREAS, the Government of Puerto Rico is committed to maintaining the highest standards of accountability and transparency in the use of ARRA funds; and

WHEREAS, to advance and facilitate the purposes of the ARRA and to assure the expeditious receipt, use and proper accountability of the federal assistance under the Grant, the Parties are entering into this Agreement; *provided, however*, that nothing herein shall be interpreted to supersede or be contrary to ARRA and ARRA Regulations, as this term is defined below.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, hereinafter provided, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby enter into this Agreement to set forth the terms and conditions between the Parties, as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

1.1 For purposes of this Agreement, the following words and terms shall have the meanings set forth below:

“Agreement” shall mean this document, together with any Annex issued hereunder from time to time.

“ARRA” shall have the meaning ascribed to this term in the Recitals hereto.

“ARRA Funds” shall mean any funds that are made available from appropriations made under the ARRA State Fiscal Stabilization Fund--Education State Grants and State Fiscal Stabilization Fund--Government Services.

“ARRA Regulations” shall mean all rules, regulations, guidance, norms, interpretative letters and any other expressions issued, as amended from time to time, by the United States and any of its federal agencies, under or with respect to ARRA, having force of law and applicable to Puerto Rico, including the Guidance on the State Fiscal Stabilization Fund Program issued by the U.S. Department of Education in April 2009, as it may be modified in the future.

“Award Notice” shall have the meaning ascribed to this term in the Recitals hereof.

Basic Services shall mean the assistance and orientation that the OFFICE, as grantees under ARRA, shall provide under this Agreement to the SUBGRANTEE in connection with reporting and similar compliance requirements applicable to SUBGRANTEE.

“Board” shall mean the Recovery Accountability and Transparency Board created under ARRA.

“Contractor” shall mean the legal or natural person contracting with SUBGRANTEE to execute a Project or provide goods or services, payable with ARRA Funds, and shall include, where the context so admits, its officers, employees, agents and Subcontractors.

“Effective Date” shall mean the date on which this Agreement is signed by the Parties, or if signed on separate days, the date of the last signature.

“FFATA” shall mean the Federal Funding Accountability and Transparency Act of 2006.

“GDB” shall mean the Government Development Bank for Puerto Rico.

“Grants Use Proposal” shall have the meaning ascribed to this term in the Recitals hereof.

“Grant” shall have the meaning ascribed to this term in the Recitals hereof.

“PR-ARRA Website” shall mean the website www.buengobiernopr.com/arra created to comply with ARRA and ARRA Regulations where all ARRA related disclosure for Puerto Rico will be posted.

“Project(s)” shall mean the projects to be undertaken by SUBGRANTEE funded totally or partially with the Grant.

“Subcontractor” shall mean any legal or natural person that furnishes goods or services to SUBGRANTEE'S Contractor(s), as the context may require, payable with ARRA Funds, directly or indirectly.

“Task Force” shall mean the group assigned the responsibility of coordinating and conducting oversight in Puerto Rico of the use given to ARRA Funds and its management and is in charge of monitoring the accountability objectives of ARRA.

1.2 The narrative above is incorporated as an integral part hereto.

1.3 In this Agreement, unless a contrary intention appears:

- (a) Clause headings in this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.
- (b) A reference to a clause or sub-clause is a reference to a clause or sub-clause of this Agreement.
- (c) A reference to an Annex is a reference to an Annex to this Agreement, and includes such Annex as amended or replaced from time to time by agreement in writing between the Parties.
- (d) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- (e) A reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Government of Puerto Rico or the United States as amended or replaced from time to time.

ARTICLE II SCOPE OF OBLIGATIONS

2.1 To advance and facilitate the OFFICE'S duties and SUBGRANTEE'S obligations under ARRA, assure the expeditious receipt, use and accountability of ARRA Funds under the Grant, and ensure compliance by both Parties with ARRA, SUBGRANTEE is obliged to comply with the provisions of this Agreement and to comply with any reasonable additional requests that the OFFICE may make to enable the OFFICE (i) to carry out the reporting obligations under ARRA, (ii) to ensure that ARRA Funds are being utilized in accordance with ARRA and the ARRA Regulations and (iii) to otherwise carry out its obligations under ARRA.

2.2 As part of the efforts to better advance the purposes of ARRA, the OFFICE will assist SUBGRANTEE and provide Basic Services to SUBGRANTEE in order to ensure compliance by SUBGRANTEE and the OFFICE, as sub-recipient and grantee respectively, under the SFSF, in the provision of the reports required under ARRA.

2.3 Following the purpose for which ARRA, including the SFSF, was established, SUBGRANTEE hereby agrees that the Grant received will only be used as specified in the proposal and for matters allowed under the SFSF, ARRA and applicable law, such as the payment of SUBGRANTEE'S employees' salaries, including the Christmas Bonus, the payment of SUBGRANTEE'S current debts, among others. With the approval of the U.S. Department of Education ("Department"), the Grant may be used to pay for obligations dating back to February 17, 2009, the date of enactment of ARRA. To receive such approval, SUBGRANTEE must request permission from the OFFICE who in turn must submit to the Department a request that describes generally why the charging of pre-award costs is warranted. SUBGRANTEE may also pay employees the Christmas Bonus established by Puerto Rico law using the Grant. As for the remodeling and/or repairs, the Grant may only be used after SUBGRANTEE provides to the OFFICE all documents, contracts, blue prints, project lists and all specific information related to said project and once these documents are approved by the OFFICE.

ARTICLE III GENERAL DUTIES

3.1 SUBGRANTEE hereby agrees to designate a person as senior accountable officer for the ARRA activities who shall have responsibility and authority to coordinate and review the planning, implementation, and performance of Projects and uses funded with the Grant. This senior accountable officer will coordinate with the OFFICE'S designated coordinator for all ARRA related activities of SUBGRANTEE.

3.2 In the use of ARRA Funds, the Parties shall also avoid unnecessary delays and cost overruns of the Projects.

3.3 SUBGRANTEE hereby agrees to ensure all funds provided by the OFFICE as Grant under ARRA are clearly distinguishable from non-ARRA Funds in all SUBGRANTEE financial systems, business systems (i.e., grant and contract writing systems), and accounting systems. For any obligation funded by both ARRA and non-ARRA Funds, SUBGRANTEE must record separately the original award amount and the increase to said amount funded by the ARRA Funds.

3.4 The Parties hereby agree to fully cooperate with each other in the exercise of their respective responsibilities under ARRA and this Agreement.

ARTICLE IV DISBURSEMENT DUTIES

4.1 SUBGRANTEE hereby agrees that the Grant received from the OFFICE will be managed separately from the rest of SUBGRANTEE'S funds.

4.2 SUBGRANTEE acknowledges that Grant funds will not be disbursed until a draw down request form ("Draw Down Form" Annex III) is completed and delivered to the OFFICE. The Draw Down Form will provide the OFFICE with the exact amount of the disbursement to be made to SUBGRANTEE and disbursement will not be authorized without delivery of fully completed Draw Down Form. A sample of the Draw Down Form applicable to the Grant is included as Annex III and may be sent to the OFFICE via email. The OFFICE may turn the Draw Down Form into a web based process. Upon implementation of a web based draw down process, SUBGRANTEE shall make all requests in compliance with the procedure established by the OFFICE.

ARTICLE V REPORTING DUTIES

5.1 SUBGRANTEE hereby agrees to use all ARRA Funds under the Grant in a manner that is transparent to the public and to provide the OFFICE, in a clear, accurate and timely manner, all necessary information and documents as may be necessary for the preparation of reports to fulfill reporting requirements by the OFFICE and SUBGRANTEE under ARRA and any applicable ARRA Regulation. The information included in Annex I shall be provided by SUBGRANTEE to the OFFICE on a monthly basis by the fifth (5th) day of each calendar month. The SUBGRANTEE shall also provide access to the OFFICE to SUBGRANTEE'S accounting systems as it may be necessary for the OFFICE to oversee the use of ARRA Funds and to otherwise enable the Parties to satisfy their obligations under ARRA.

5.2 In accordance with ARRA provisions, SUBGRANTEE agrees to provide the OFFICE with the following information as part of the monthly report due by the fifth (5th) day of each calendar month: the total amount of received funds from the OFFICE; the amount of ARRA Funds received under the Grant that were expended or obligated to Projects and activities; and a detailed list of all Projects and activities for which the funds were expended or obligated, including the name of the Project or activity, a description of the Project or activity, an evaluation of the completion status of the Project or activity, an estimate of the number of jobs retained or created by the Project or activity. For infrastructure investments, the SUBGRANTEE must include the purpose, total cost, rationale for funding said investment with ARRA funds, and the name of the SUBGRANTEE contact person to discuss any concerns regarding the infrastructure investment in the monthly reports.

5.3 The Parties acknowledge that the Governor of Puerto Rico and the OFFICE, on behalf of the Government of Puerto Rico, the OFFICE or SUBGRANTEE, may report and publish such information regarding SUBGRANTEE, its Projects, its use of ARRA Funds, its compliance with the requirements of ARRA and the ARRA Regulations, and such other matters necessary or appropriate to discharge the obligations of the Parties under ARRA and ARRA Regulations.

5.4 All ARRA Regulations, now in effect and as amended and supplemented from time to time, applicable to the Government of Puerto Rico are hereby incorporated by reference. SUBGRANTEE agrees to keep abreast of future updates.

5.5 SUBGRANTEE acknowledges that the Office of the Inspector General may at anytime inspect SUBGRANTEE'S documents and those of his contractors, suppliers and vendors to insure the proper use of ARRA Funds and the compliance with the requirements of ARRA and

the ARRA Regulations. SUBGRANTEE shall be subject to all penalties under applicable law and regulations for failure to provide documentation that fully complies with the requirements of ARRA and applicable law and regulations, including, without limitation, the obligation to return any or all of the funds in compliance with any demands thereof.

ARTICLE VI PROCUREMENT DUTIES

6.1 The OFFICE will evaluate SUBGRANTEE'S procurement processes to determine if it complies with ARRA requirements. If inadequate, the OFFICE will promptly make recommendations as to modifications that shall be implemented to SUBGRANTEE'S procurement processes and SUBGRANTEE will implement the recommendations diligently.

6.2 At a minimum, SUBGRANTEE agrees to comply with the following in connection with contract awards and administration:

- a. SUBGRANTEE agrees to provide the OFFICE a summary of all contracts and orders (and modification to existing contracts and orders) to be paid wholly or partially with the Grant, including a description of the required products and services to be provided thereunder.
- b. SUBGRANTEE agrees to provide appropriate oversight of contracts to ensure outcomes that are consistent with and measurable against SUBGRANTEE'S plans and goals under ARRA and maintain proper documentation of contracts available for local and federal audits.
- c. SUBGRANTEE agrees to include terms and conditions in contract documents necessary to avoid unnecessary delays, waste and costs overruns of the related Projects and to achieve effective implementation of ARRA data collection and accountability requirements.
- d. SUBGRANTEE agrees that to the maximum extent practicable and in accordance with Puerto Rico and Federal law, contracts using Grant funds shall be awarded using competitive procedures used by SUBGRANTEE in its regular course of affairs, preferably as fixed-price contracts. When not possible or practicable or applicable, SUBGRANTEE shall use alternative contract types to be used in accordance with ARRA Regulations and any other applicable federal guidance or regulation.
- e. SUBGRANTEE agrees to ensure proper oversight of contracts other than fixed price in order to mitigate government's risks and deviations from ARRA goals. When funds from the Grants are used to contract professional services, SUBGRANTEE shall follow applicable Puerto Rico and Federal laws and regulations for such type of contracting while ensuring the goals of ARRA of transparency, accountability, preservation and creation of jobs and overall economic stimulus, are attained.

6.3 SUBGRANTEE agrees to include terms and conditions in contracts, contract documents, award documents and related communications necessary for effective implementation of ARRA data collection and accountability requirements, including clauses and provisions necessary to clarify that parties entering into contracts with SUBGRANTEE are legally obligated to comply with all ARRA provisions and ARRA Regulations applicable to them, including providing to SUBGRANTEE and/or the OFFICE the data that may be required to meet any reporting requirements under ARRA.

6.4 SUBGRANTEE agrees to include in its contracts with Contractors and Subcontractors applicable to the prosecution of all work covered by this Agreement and receiving ARRA Funds, the provisions of ARTICLE VII.

6.5 SUBGRANTEE acknowledges, and further agrees to include in agreements with sub-sub-grantees and third party Contractors, that any funding provided through the ARRA that is supplemental to an existing grant is one-time funding.

ARTICLE VII

LEGAL COMPLIANCE

7.1 SUBGRANTEE shall, at all times, observe and comply with the provisions of all United States and Puerto Rico laws, regulations, applicable local ordinances and ARRA Regulations, including guidance or any other regulations issued by the OFFICE for the implementation of ARRA in Puerto Rico, that are applicable to the receipt or use of ARRA Funds or the prosecution of all work receiving ARRA Funds. Particular legal requirements not expressly included in this Agreement and applicable to specific programs or funds in connection with the Grant, shall also be complied with by the Parties and Subcontractors and shall be considered incorporated herein by reference.

7.2 The Parties agree to comply with all aspects of the Federal False Claims Act which, in general, prohibits: (i) knowingly presenting, or causing to be presented to the Government of the United States a false claim for payment; (ii) knowingly making, using, or causing to be made or used, a false record or statement to get a false claim paid or approved by the Government of the United States; (iii) conspiring to defraud the Government of the United States by getting a false claim allowed or paid; (iv) falsely certifying to the United States the type or amount of property to be used; (v) certifying receipt of property on a document without completely knowing that the information is true; (vi) knowingly buying Government of the United States property from an unauthorized officer of the Government of the United States, and; (vii) knowingly making, using, or causing to be made or used a false record to avoid or decrease an obligation to pay or transmit property to the Government of the United States.

7.3 The SUBGRANTEE guarantees and certifies that the execution of this Agreement will be in accordance to:

- a. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented by the Department of Labor regulations (41 CFR Chapter 60);
- b. The Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor regulations (29 CFR part 5); and
- c. The Davis-Bacon Act (40 USC 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5); and
- d. Sections 136 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

7.4 The Parties agree to ensure that none of the funds appropriated or otherwise made available under the ARRA are used for a Project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the Project are produced in the United States unless (i) there are insufficient quantities available, (ii) such use harms the public interest, or (iii) such use would increase the total cost of the Project by more than 25%. Non-compliance with this requirement would only be permitted after obtaining a waiver from the head of the federal agency distributing the funds.

7.5 The Parties agree to require that all laborers and mechanics employed by Contractors and Subcontractors on its Projects and activities funded directly by or assisted in whole or in part by and through the Grant, receive payment of not less than the locally prevailing wages for similar Projects, as provided under the Davis-Bacon Act.

7.6 The Parties acknowledge that an employee of any non-federal employer receiving ARRA Funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General of the United States, a member of Congress, a Puerto Rico or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee, (or such other person working for the employer who has authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency or their representatives, information that the employee reasonably believes is evidence of: (1) gross mismanagement of an agency contract or grant relating to ARRA Funds; (2) a gross waste of ARRA Funds; (3) a substantial and specific danger to public health or safety

related to the implementation or use of ARRA Funds; (4) an abuse of authority related to the implementation or use of ARRA Funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued in connection with ARRA Funds.

7.7 Pursuant to ARRA, the SUBGRANTEE shall provide to the OFFICE all information and documents related to this Agreement in a clear, accurate and timely manner in order for the OFFICE to fulfill its reporting requirements under ARRA. This information to be provided shall include reports and other employment information evidencing the number of jobs created or jobs retained in connection with the use of ARRA funds.

7.8 In addition to any other job posting the SUBGRANTEE may normally utilize, the OFFICE requires that the SUBGRANTEE posts with the Office of Employment Services of the Puerto Rico Department of Labor and Human Resources ("OES") all positions for which it intends to hire workers as result of being awarded these funds under ARRA. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. The SUBGRANTEE shall report the new hires in the manner prescribed by the OES of the Puerto Rico Department of Labor. In addition to posting job listings with the OES or any equivalent division of the Department of Labor and Human Resources at the time available for these purposes, jobs availability in connection with "Green Projects" shall be posted in the applicable website dedicated to disclose all "Green Jobs" available in Puerto Rico. The OFFICE will provide more information about these listings requirements as needed.

7.9 SUBGRANTEE hereby agrees to also comply with the requirements listed in Annex IV, which are incorporated herein by reference.

ARTICLE VIII CONTRACTORS AND SUBCONTRACTORS

8.1 The Parties agree that SUBGRANTEE will bind each Contractor and Subcontractor to the applicable terms of ARRA, and shall make sure that such commitments are included in each contract with such Contractors and Subcontractors, including all clauses of Article VII of this Agreement and of this Article VIII.

8.2 The Parties shall also require that (i) any Subcontractor engaged by it exercises due diligence in the performance of the services for which it was hired; (ii) any Subcontractor shall be a licensed professional, as applicable, with experience in the performance of the work subcontracted to it; (iii) regional firms from as many areas of Puerto Rico as possible shall be used as often as practicable for the performance of any subcontracted services with ARRA Funds; and (iv) Subcontractors shall make available to the SUBGRANTEE and/or the OFFICE, upon request, all certifications required under Puerto Rico Law and regulations, including tax filing and no-debt certifications, applicable ASUME certifications, Department of Labor and Human Resources certifications, CRIM certifications, good standing certifications, and any other required certification. SUBGRANTEE shall also ensure subcontractors are informed of their duty to comply with all applicable laws and regulations for contracting with the Commonwealth.

8.3 SUBGRANTEE shall be responsible for withholding from Contractors and consultants applicable withholding taxes and delivery of such taxes to the Department of the Treasury on a monthly basis.

8.4 SUBGRANTEE agrees to include in its agreements with Contractors and Subcontractors to fulfill obligations under this Agreement, the requirement that each Contractor and Subcontractor awarded or paid with ARRA Funds shall promptly refer to the Task Force any credible evidence that a principal, employee, agent, Contractor, sub-grantee, Subcontractor, or any other person has taken any action for which such person could be subject to liability under the Federal False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA Funds.

8.5 SUBGRANTEE agrees to contractually require each Contractor and Subcontractor receiving ARRA Funds to (i) provide SUBGRANTEE such information and documents as the OFFICE may reasonably request related to the use of ARRA Funds; (ii) consent to any reporting and publication, in any form or media, including in the PR-ARRA Website, by SUBGRANTEE or the OFFICE, of such information regarding such Contractor or Subcontractor, the Project in

which such Contractor or Subcontractor is involved, or regarding any contract or grant or other arrangement with SUBGRANTEE, compensated in whole or in part with ARRA Funds, to which such Contractor or Subcontractor is a party; and (iii) agree and acknowledge that each Contractor's and Subcontractor's accounting systems may be subject to inspections by local and federal auditors in connection with the use of ARRA Funds, in each of the instances listed in (i)-(iii), as SUBGRANTEE, the OFFICE or the applicable local or federal agency may determine necessary or advisable in order to ensure compliance with, or verify such compliance, by the Government of Puerto Rico and SUBGRANTEES under ARRA, under any ARRA Regulation or which may be necessary or advisable in order for SUBGRANTEE to discharge its obligations under ARRA or under any agreement with federal agencies. At a minimum, the information included in Annex I, as such Annex may be amended or supplemented from time to time, shall be provided by Contractors and Subcontractors to SUBGRANTEE.

ARTICLE IX CERTIFICATION

9.1 SUBGRANTEE must certify to the OFFICE on a monthly basis, by the fifth (5th) day of each calendar month, that the uses to the ARRA Funds obtained by SUBGRANTEE under the Grant, if used for infrastructure investments, have received the full review and vetting required by law and that he or she accepts responsibility that the investments or uses, as applicable, are in full compliance with ARRA and the ARRA Regulations. Such certification shall include such statements and information as the OFFICE shall reasonably require in order for the Governor to be in a position to grant a similar certification in accordance with the requirements of ARRA.

9.2 In addition, SUBGRANTEE must certify to the Governor that no ARRA Funds, appropriated or otherwise made available to SUBGRANTEE under the Grant, were used for: Casinos and other gaming establishments, aquariums, zoos, golf courses, or swimming pools; Financial assistance to students to attend private elementary and secondary schools, unless the funds are used to provide special education and related services to children with disabilities as authorized by the IDEA (Section 14011 of ARRA); Maintenance of systems, equipment, or facilities; Construction, modernization, renovation, or repair of stadiums or other facilities primarily used for athletic contests or exhibitions or other events for which admission is charged to the general public; or Construction, modernization, renovation, or repair of facilities – (a) used for sectarian instruction or religious worship; or (b) in which a substantial portion of the functions of the facilities are subsumed in a religious mission.

ARTICLE X MISCELLANEOUS

10.1 Terms of Agreement. This Agreement shall remain in full force and effect from the Effective Date until June 30, 2010, subject to the availability of federal funds, the limitations of Act No. 147 of June 18, 1980, as amended, and the approval of the agencies that by law or regulation may intervene, including that SUBGRANTEE has been audited by the governmental entities in charge of auditing the uses of ARRA Funds received by SUBGRANTEE. The obligations under this paragraph shall survive the termination of this Agreement.

The SUBGRANTEE will keep the documents generated in connection to this Agreement for a period of three (3) years after the same has expired. If an audit has been initiated and a finding remains unsolved at the end of the said period, the documents will be kept until the resolution of said finding.

10.2 No Third Party Rights. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the Parties hereto, any right, remedy or claim, legal or equitable, under or by reason of this Agreement, and all its provisions are intended to be and are for the sole and exclusive benefit of the Parties hereto.

10.3 Effect of Partial Invalidity. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

10.4 Effect of Covenants. All covenants, stipulations, obligations and agreements of SUBGRANTEE and the OFFICE contained in this Agreement are subject to law and the existing agreements and other legal obligations of SUBGRANTEE and the OFFICE, and all such

covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time and upon any officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

10.5 Effectiveness. This Agreement shall become effective as of the Effective Date.

10.6 Governing Law. This Agreement shall be governed by applicable laws of the United States and the laws of the Commonwealth of Puerto Rico.

10.7 Other. At the execution of this Agreement, the OFFICE and SUBGRANTEE recognize that their acts in connection with use and reporting requirements of ARRA Funds have taken into consideration the OFFICE'S obligation to manage the flow of funds and reporting requirements under ARRA.

10.8 Additional Documents. SUBGRANTEE hereby agrees to diligently cooperate with all requests made by the OFFICE to immediately execute any and all documents and provide all information that may be required by the OFFICE to comply with applicable laws and regulations.

10.9 Notice Provisions. All notices, documents and other communications to be delivered pursuant to this Agreement between the OFFICE and SUBGRANTEE shall be directed:

If to the OFFICE:

Velmarie Berlingeri Martin
Office of the Governor
La Fortaleza
PO Box 9020082
San Juan, PR 00902-0082
Attention: Administrator

If to SUBGRANTEE:

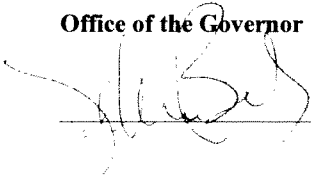
Miguel Rivera Rivera
University of Puerto Rico
Central Administration
Flamboyán Street 1187
Botanical Gardens South
Río Piedras, PR

10.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

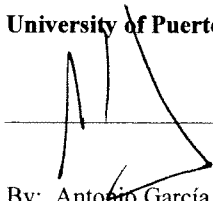
THEREFORE, in consideration of the above, the OFFICE and the SUBGRANTEE confirm and approve hereto all such acts.

IN WITNESS WHEREOF the OFFICE has approved this Agreement and executes it through its Administrator and SUBGRANTEE has approved this Agreement and executes it through its President, all as of the date and year first above written.

Office of the Governor


By: Velmarie Berlingeri Martin
Title: Administrator

University of Puerto Rico


By: Antonio García Padilla
Title: President

ANNEX I

Per Article V, SUBGRANTEE agrees to provide the OFFICE the following information:

Monthly Financial and Activity Reports.

1. SUBGRANTEE hereby agrees to submit to the OFFICE monthly reports, due on the fifth (5th) day of each calendar month, representing cumulative, year-to-date ARRA activity by project/account through the preceding month providing the information and in the format that the OFFICE may reasonably request and as required by ARRA and ARRA Regulation. All weekly financial and activity reports should be cleared by SUBGRANTEE'S senior accountable officer as such information will be made available to the public on the PR-ARRA Website.

2. SUBGRANTEE hereby agrees that it will timely submit to the OFFICE information to be submitted to the federal agencies as monthly reports on the use of ARRA Funds. The information to be provided shall include, but will not be limited to:

- i. the total amount of the ARRA Funds received by SUBGRANTEE;
- ii. the amount of ARRA Funds that were expended or obligated to projects or activities;
- iii. a detailed list of all projects or activities for which the ARRA Funds were expended or obligated, including: (a) the name of the project or activity; (b) a description of the project or activity; (c) an evaluation of the completion status of the project or activity; (d) an estimate of the number of jobs created and number of jobs retained by the project or activity; and (e) for infrastructure investments, the report must also include the purpose, total cost and rationale of SUBGRANTEE for funding the infrastructure investment with funds made available under ARRA and the name of the person to contact at SUBGRANTEE's level should any concerns arise regarding the infrastructure investment;
- iv. detailed information on any Contractor or Subcontractor, grants or sub-sub-grants awarded by SUBGRANTEE to include the data elements required to comply with the FFATA, which include among other requirements, name of party receiving the funds, amount received, type of transaction and a unique identifier; and
- v. Any other details or information requested by the OFFICE to adequately supervise and monitor the use of the ARRA funds.

3. **Website Reports.** SUBGRANTEE must provide the OFFICE with all information as the OFFICE may reasonably request to feed the PR-ARRA Website. SUBGRANTEE is responsible for reviewing all information related to SUBGRANTEE and its use of the ARRA Funds that will appear on the PR-ARRA Website. SUBGRANTEE must ensure all reporting related to the ARRA funding is complete and accurate. The PR-ARRA Website will provide a point-of-contact for information quality relating to SUBGRANTEE.

4. **Program-specific ARRA plans Reports.** SUBGRANTEE must submit to the OFFICE for the OFFICE's review all program/project-specific ARRA plans for how ARRA Funds to be received by SUBGRANTEE will be applied and managed by SUBGRANTEE.

CERTIFICATION

Per Article IX, SUBGRANTEE agrees to certify the following:

It is hereby certified that the ARRA Funds received for infrastructure investments have received the full review and vetting required by law and are in full compliance with ARRA and the ARRA Regulations. In addition, it is certified that no ARRA Funds were used for: (i) casinos or other gaming establishments, aquariums, zoos, golf courses, or swimming pools; (ii) financial assistance to students to attend private elementary and secondary schools, unless as authorized by the IDEA; (iii) maintenance of systems, equipment, or facilities; construction, modernization, renovation, or repair of stadiums or other facilities primarily used for athletic contests or exhibitions or other events for which admission is charged to the general public; or (iv) Construction, modernization, renovation, or repair of facilities (a) used for sectarian instruction or religious worship; or (b) in which a substantial portion of the functions of the facilities are subsumed in a religious mission.

**ANNEX II TO
MEMORANDUM OF UNDERSTANDING/AGREEMENT
IN CONNECTION WITH
THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
Between
PUERTO RICO GOVERNOR'S OFFICE
And
UNIVERSITY OF PUERTO RICO**

A handwritten signature, possibly "RA", in dark ink.A handwritten signature, possibly "RJ", in dark ink.



Reporting Information for the Puerto Rico Stabilization Fund

Sections:

- Budget Information
- Financial Data
- Other Data

Funding Agency Name:
Program Name (RHS):
Grant/Project Number:
Project Title:
Transaction Type:

Project/Grant Method:
Report Period End Date:
Fiscal Year:
Report Frequency:
Award Type (Sub-Grant):
Award Description:

Amount of Award (obligation):
Federal Expenditure:
Project Description (RHS):
Project Status:

Post Created:
Date Submitted:

Location Name:
City:
State:
Country:
Congressional District:

Recipient Name:
Recipient Address:
Recipient City:
Recipient State:
Recipient Zip:

Total Infrastructure Expenditure:
Total Federal ARA Expenditure:
Total Federal non-ARA Expenditure:
Total from Federal State of Expenditure:

* Submit to the Puerto Rico Stabilization Fund by the 15th of the month following the end of the reporting period. For questions, contact the Puerto Rico Stabilization Fund at (787) 492-2222 or prsf@prsf.gobierno.pr

2010-2011

Handwritten signature and initials.

**ANNEX III TO
MEMORANDUM OF UNDERSTANDING/AGREEMENT
IN CONNECTION WITH
THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
Between
PUERTO RICO GOVERNOR'S OFFICE
And
UNIVERSITY OF PUERTO RICO**

Chief Financial Officer
Office of the Governor
PO Box 9020082
San Juan PR 00902-0082

Ref.: SFSF Grant Award to University of Puerto Rico

Dear Sir.:

Please transfer payments for _____ to the following financial institution and deposit to the following account the amount of _____ on this date: Month _____ Day _____ Year _____.

Financial Institution:

Name:
Address:

ABA Number:
Account Number:
Contact Name:
Telephone Number:

Should you have any questions, please do not hesitate to contact me at _____.

_____, UPR

**ANNEX IV TO
MEMORANDUM OF UNDERSTANDING/AGREEMENT
IN CONNECTION WITH
THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
Between
PUERTO RICO GOVERNOR'S OFFICE
And
UNIVERSITY OF PUERTO RICO**

The Parties to the Memorandum of Understanding between the Puerto Rico Governor's Office and University of Puerto Rico dated August 4, 2009 (the "Agreement") hereby agree to be bound by the following terms and conditions:

The terms used in this Annex IV to the Agreement shall have the same meaning as in the Agreement.

The Parties agree and acknowledge that this Agreement shall be filed for registration with the Office of the Comptroller of Puerto Rico and that no disbursement of funds may be claimed by SUBGRANTEE until the Agreement has been submitted for recording to the Office of the Comptroller. The OFFICE shall provide to the SUBGRANTEE a certificate of the filing of the Agreement with the Office of the Comptroller.

The SUBGRANTEE acknowledges and agrees that it shall be a requirement for the disbursement of funds by the OFFICE under the Agreement that SUBGRANTEE certify in all Draw Down Forms as to the accuracy of the information provided therein and a certificate that shall read as follows:

No public servant or employee of SUBGRANTEE is a party or has an economic interest in the profits or proceeds from the Agreement and if a public servant or employee is a party or has an economic interest in the profits or proceeds from the Agreement such public servant or employee has procured and obtained a waiver from the Government Ethics Office pursuant to Act No. 12 of July 24, 1985, as amended. The only consideration for the Agreement has been the terms agreed upon in the Agreement and all acts have been performed in full compliance with the terms thereof.

SUBGRANTEE agrees to provide to the OFFICE all reports and information required by the OFFICE regarding compliance with the terms and conditions of the Agreement. SUBGRANTEE shall submit a final report detailing all acts performed in compliance with the Agreement upon request from the OFFICE.

SUBGRANTEE acknowledges the confidential nature of the non-public information of the OFFICE regarding its financial and information technology processes and of the operation of the OFFICE and the government agencies that function in coordination with the OFFICE. SUBGRANTEE agrees to maintain and protect the confidential nature of all non-public information of the OFFICE that is so identified.

All communications between the Parties to the Agreement, as well as all reports, information and materials regarding the Agreement and SUBGRANTEE's and its agent's compliance with the Agreement, shall be the exclusive property of the OFFICE and shall not be used by SUBGRANTEE for purposes unrelated to the Agreement without the OFFICE's prior approval. All reports and information generated by SUBGRANTEE and its agents under the Agreement shall be delivered to the OFFICE without cost.

SUBGRANTEE shall provide all information regarding compliance with the Agreement to those persons and agents who may need it to ensure full compliance by SUBGRANTEE with its obligations under the Agreement provided, however, that SUBGRANTEE shall require all such persons and agents to assume the obligation to protect the confidential nature of any information provided to them under the Agreement.

SUBGRANTEE agrees to abide by all federal and Puerto Rico laws and regulations applicable to the Agreement and the compliance therewith, including, without limitation, the obligation to make all contributions and retentions that may be required under the Internal Revenue Code, the Puerto Rico Income Tax Code and any other applicable laws and regulations.

SUBGRANTEE shall not transfer or assign in any manner its rights and obligations under the Agreement without the prior written approval of the OFFICE. If SUBGRANTEE violates the terms of this clause, the OFFICE may terminate the Agreement.

SUBGRANTEE agrees not to discriminate against any person or entity based on the person's race, color, sex, religion, economic condition, political affiliation, age, social origin, national origin, disability, veteran's status, health condition, civil state or any other form that would violate federal and Puerto Rico laws and regulations or the Constitutions of the United States and Puerto Rico.

The Parties to the Agreement may terminate the Agreement upon thirty (30) day written notice. The rights and obligations shall remain in full force and effect during the thirty (30) day termination period. The OFFICE may terminate the Agreement effective immediately upon the occurrence of any of the following events:

- The violation by SUBGRANTEE of any of the terms of the Agreement.
- The negligent performance or abandonment of SUBGRANTEE's obligations under the Agreement.
- SUBGRANTEE's commission of any act that violates the law.
- SUBGRANTEE or any of its officers or employees are convicted or plea guilty to any felony or misdemeanor that affects the performance of the Agreement. In such case, SUBGRANTEE shall be obligated to return all public funds disbursed to SUBGRANTEE under the Agreement.
- If the OFFICE becomes aware of has knowledge that SUBGRANTEE or any of its officers or employees has been convicted prior to the execution of the Agreement of any of the following crimes against public funds: (i) felony illegal appropriation; (ii) conspiracy; (iii) destruction or mutilation of public documents; (iv) concealment; (v) obstruction of public employee in the collection of debts; (vi) extortion; (vii) fraud in construction; (viii) fraud in the execution of construction works; (ix) fraud in the delivery of goods; (x) undue interference in procurement processes or the operation of government functions; (xi) bribe; (xii) felony bribe; (xiii) offering of a bribe; (xiv) undue influence; (xv) crimes against public funds; (xvi) production of false documents; (xvii) filing of false documents; (xviii) falsification of documents; (xix) falsification of licenses, certificates and other documents; (xx) possession and distribution of public documents, as provided by Act No. 458 of December 29, 2000, as amended.

Any person convicted of crimes against public funds, the public trust or related to the misuse of public property or funds shall be prohibited from entering into an Agreement with SUBGRANTEE to receive funds under the Agreement as provided by Act No. 458 of December 29, 2000, as amended.

SUBGRANTEE certifies that neither SUBGRANTEE nor any of its officers or employees has been convicted in federal or state courts for any of the crimes against public funds and the public trust detailed above. SUBGRANTEE acknowledges and agrees that it has a continuing duty to notify the OFFICE regarding any facts or circumstances that would make the certification hereby given inaccurate or incorrect and that it shall immediately notify the OFFICE if any of its officers or employees is convicted of any of the crimes detailed above.

SUBGRANTEE hereby indemnifies and holds harmless the OFFICE and its officers and employees regarding any claim raised by third parties due to any injury or damage caused by SUBGRANTEE's failure to comply with the terms and conditions of the Agreement.

SUBGRANTEE shall require that all sub-sub-grantees and third party Contractors that shall receive funds under the Agreement shall not have any debts outstanding to the Government of Puerto Rico, or if a debt is outstanding, the sub-sub-grantee or third party Contractors has a validly agreed upon payment plan, and that the sub-sub-grantees and third party Contractors

provide to SUBGRANTEE the following certificates valid and update prior to the disbursement of funds by SUBGRANTEE to such sub-sub-grantees and third party Contractors:

- Certificate of filing income tax returns with Puerto Rico Treasury Department for the prior five (5) years.
- Certificate of no debt for real property taxes or for any other tax under Puerto Rico law.
- Certificate of no debt with the Puerto Rico Department of Labor.
- Certificate of no debt for Worker's Compensation Insurance.
- Certificate of no debt for child support under Puerto Rico law or the law of any other state of the Union.
- Certificate from the sub-sub-grantee or third party Contractor of compliance with Act No. 428 of September 22, 2004.

SUBGRANTEE acknowledges and agrees that compliance with the terms and conditions stated above is a required term and condition of the Agreement and that its violation may cause termination of the Agreement and entitle the OFFICE to demand a return of all funds disbursed in violation of the terms and conditions stated, provided, however, that the filing of evidence of having procured all required certificates shall result in an abeyance of the termination provision for a term of sixty (60) days from the date of filing of the application for the certificate.

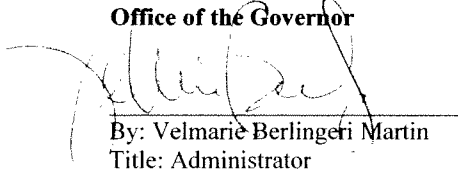
SUBGRANTEE acknowledges and agrees that it shall require all sub-sub-grantees and third party Contractors to comply with Act No. 84 of June 18, 2002 regarding the Code of Ethics of Contractors, Service Providers and Applicants for Economic Incentives from the Agencies of the Government of Puerto Rico and with the Puerto Rico Government Ethics Act.

SUBGRANTEE acknowledges and agrees that no government employee shall receive payment or compensation in addition to their salary from their agency of employment as a result of services provided under the Agreement.

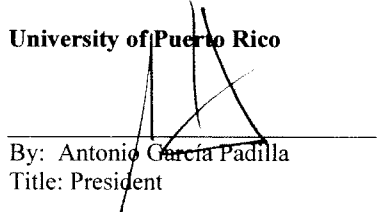
SUBGRANTEE acknowledges and agrees that the Agreement does not make SUBGRANTEE, or its officers and employees, officers, agents, employees or representatives of the OFFICE.

IN WITNESS WHEREOF the OFFICE has approved this Annex IV to the Agreement and executes it through its Administrator and SUBGRANTEE has approved this Annex IV to the Agreement and executes it through its President, all as of the date and year first above written.

Office of the Governor


By: Velmarie Berlingeri Martin
Title: Administrator

University of Puerto Rico


By: Antonio García Padilla
Title: President